

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
PURCHASING
P.O. BOX 30050, LANSING, MI 48909
OR
425 W. OTTAWA, LANSING, MI 48933

CONTRACT NO. 591B6600241
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
C&H Mowing, Inc. 918 S. 250 W. Hebron, IN 46341	David L. Cavinder	candhmowing@hotmail.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(219) 405-6303	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Lisa Marsh-McCarty	(269) 569-0653	MarshMcCartyL@michigan.gov
BUYER:	MDOT	Terry Harris	(517) 335-2507	Harrist@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
Performance Based Roadside Mowing and Trimming, for (Kalamazoo TSC) – Michigan Department of Transportation (MDOT) Southwest Region			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Yrs.	May 16, 2016	May 15, 2019	4, One-year options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
2% , Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$4,769,750.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation RFP 059114B0007131. Orders for delivery will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:

Firm Name
C & H Mowing Inc.
Authorized Agent Signature
David L. Cavinder U.P.R.S
Authorized Agent (Print or Type)
DAVID L. CAVINDER
Date
5/10/2016

FOR THE STATE:

Signature
Demetrius Parker
Name/Title
Admin
MDOT
Enter Name of Agency
5-12-16
Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and C & H Mowing, Inc. ("Contractor"), an Indiana corporation. This Contract is effective on May 16, 2016 ("Effective Date"), and unless terminated, expires on May 15, 2019.

This Contract may be renewed for up to four (4) additional one (1) year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.]

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work (the "Contract Activities")**. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Terry Harris 425 W. Ottawa Lansing, MI 48933 Harrist@michigan.gov (517) 335-2507	C & H Mowing, Inc. 918 S. 250 W. Hebron, IN 46341 candhmowing@hotmail.com 219-996-7230

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

State:	Contractor:
Terry Harris 425 W. Ottawa Lansing, MI 48933 Harrist@michigan.gov (517) 335-2507	C & H Mowing, Inc. 918 S. 250 W. Hebron, IN 46341 candhmowing@hotmail.com 219-996-7230

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State:	Contractor:
Lisa Marsh-McCarty Southwest Region Program Manager 1501 East Kilgore Road Kalamazoo, MI 49001 MarshMcCartyL@michigan.gov 269-569-0653 (cell) 269-337-3939 (office)	Kelly G. Hall President, C & H Mowing, Inc. 258 W. 900 S. Hebron, IN 46341 heidillc@hotmail.com 219-996-7230 219-688-9870 (cell) David L. Cavinder Vice President, C & H Mowing, Inc. 18332 N. 400 W. Wheatfield, IN 46392 candhmowing@hotmail.com 219-996-5769 219-405-6303 (cell)

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights

against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. Reserved

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Reserved.**

18. **Reserved.**

19. **Reserved.**

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary.

Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes

whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Reserved.

34. Reserved.

35. Reserved.

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien,

or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Request For Proposal

Performance Based Roadside Mowing and Trimming

Definitions

Additional Right of Way Mowing means outside the Straight Line Mowing, including ramp quadrants.

Annual Implementation Work Plan (AIWP) means a plan submitted by the Contractor annually broken down by month and pay item that describes the expected work for the coming year.

Audit Period means the seven-year period following Contractor's provision of any work under the Contract.

Bidder(s) are those companies that submit a proposal in response to this RFP.

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

Blanket Purchase Order is an alternate term for Contract and is used in the Plan Sponsors' computer system.

Contractor Operational Plan is a plan addressing the strategies used to complete the obligations of this contract.

CCI means the Contract Compliance Inspector.

Days means calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DTMB means the Michigan Department of Technology Management and Budget.

Environmentally Preferable Products means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

Hazardous Material means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

Herbaceous Vegetation means all non-woody plants, including grasses and wildflowers.

Key Personnel means any personnel identified as Key Personnel.

Lane Mile means one mile of roadway intended for driving.

LS means lump sum.

Measurement Cycle means one complete performance of mowing.

MDOT means Michigan Department of Transportation.

MDOT-PM means MDOT Program Manager.

New Work means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

Ozone-depleting Substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

Pollution Prevention means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

Post-Consumer Waste means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

Post-Industrial Waste means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Protected/Wildflower Areas means locations defined as protected, endangered, or for preservation as identified by MDOT. These locations will be communicated to the contractor in writing for development of the annual plan.

Recycling means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

Reuse means using a product or component of municipal solid waste in its original form more than once.

RFI means a Request for Information.

RFP means a Request for Proposal designed to solicit proposals for services.

Route means the documented configuration and path(s) traversed by a vehicle.

Services means any function performed for the benefit of the State.

SLA means Service Level Agreement.

Small Brush means woody vegetation less than 3 inches in diameter at breast height (DBH).

Source Reduction means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

State Location means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Straight Line Mowing means mowing on routes along the roadway and ramps, adjacent to the shoulder and guardrail.

Stop Work Order means a formal order to a contractor by MDOT to cease or hold work on a contract.

Subcontractor means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

Timely means that all required information is provided within the prescribed or reasonable timeframe.

Unauthorized Removal means the Contractor's removal of Key Personnel without the prior written consent of the State.

Waste Prevention means source reduction and reuse, but not recycling.

Weed means any herbaceous vegetation other than turf grass.

Work in Progress means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

Work Product refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by the Contract.

STATE OF MICHIGAN

Request for Proposal
Roadside Mowing and Trimming
Southwest Region and University Region

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the requirements of any Contract resulting from this Request for Proposal (RFP). The term "Contractor" in this document refers to a bidder responding to this RFP.

Background

MDOT is requesting vegetation maintenance services for State trunk lines within the Southwest Region counties of Berrien, Calhoun, Cass, Kalamazoo, St Joseph and Van Buren. The purpose of this contract is to maintain the state trunk line roadsides and medians per MDOT specifications and standards as set forth in the Contract.

MDOT utilizes an Integrated Roadside Vegetation Management (IRVM) approach to managing roadside vegetation. There are several documents including Maintenance Performance Guides, Maintenance Memorandums, and the Roadside Vegetation Management Manual, which address roadside mowing. Roadside mowing has been regulated by Act No. 174 since its passage in 1999. This Act specifies when and where mowing can occur in the right of way (ROW). As part of an IRVM practice, it is best to determine what is allowed, prohibited and required under Act 174. It is important to note the Act has different requirements for mowing, grass and brush.

The objective of this contract is to maintain herbaceous vegetation in the identified mow areas to a height of 18 inches and shall not be cut less than 5 inches from the ground from May 1st through October 1st of each contract year. After October 1st, all grass height outside the 12 foot area adjacent to the outside shoulders shall be a minimum of 12 inches.

Historical data is for informational use only.

SWR 2011- 2015

3291 Acres Straight-Line Mowing per cycle
2,366 Lane Miles
105 Miles of Trimming Cable Rail
217 Acres of Additional Mowing
50 Lanes Miles of Additional Trimming
200 Estimated Acres of High Priority Mowing

1. GENERAL REQUIREMENTS

- A. All mowing cycles shall include all routes, interchanges and ramps. The proposed work covers, mowing as specified on the designated routes, medians, clear vision areas and triangle islands as described in these specifications. Litter and debris removal and disposal from these areas will occur prior to each mowing.
- B. Contractor must provide Deliverable/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- C. The Contractor, through innovation, technology or other means, shall perform and provide the required vegetation maintenance and staff to complete the expected performance. Compliance will be based on MDOT's overall evaluation and interpretation in accordance with the expected outcomes, as set forth in this Contract.
- D. The Contractor shall provide all vegetation maintenance and related items and services necessary for the performance of work in accordance with this Contract, including, but not limited to:
1. All personnel
 2. Equipment
 3. Tools
 4. Supplies
 5. Materials
 6. Training; and
 7. Supervision of Staff

Contractor Agrees to the General Requirement identified in Section 1 General Requirements.
Yes Contractor Agrees

2. SPECIFICATIONS

Following is a list of general specifications for the Contract. Refer to Exhibits 1, Mowing by County and Road Section for acreage anticipated for the Southwest Region and University Region. Location Specification Sheets will be provided with the RFP detailing site-specific requirements.

A. Vegetation Maintenance for State Trunk Line

1. Straight-Line Mowing

Straight-Line Mowing is located along the roadway, as indicated in the LSS of this document, behind new and existing guardrail that can be safely accessed, and at all ramp intersections. Certain areas to be mowed may contain survey stakes, which must not be disturbed.

Mowing operations shall be performed parallel to the roadway in the direction of traffic. The Contractor is not to encroach into the traffic lane.

Straight-Line Mowing will follow the guideline in Table 1-Grass Mowing and include areas adjacent to shoulders, medians, ramps, and clear visions.

- a. Mow 12 feet adjacent to outside shoulders or leading edge of ditch, whichever is less.
- b. Mow 12 feet on both sides of the ramp shoulders or leading edge of ditch, whichever is less.
- c. Mow 15 feet in defined urban areas.

Straight-Line Mowing item will be evaluated by the **Outcome Targets** and included in the lump sum pay item for each **Measurement Cycle**.

2. Clear Vision/Median Mowing

Clear Vision Area Mowing is required to provide adequate sight distances at intersections, around curves and to assure that traffic control devices and signs are visible. These areas will be designated by the CCI and may require an additional pass with the equipment.

Median Mowing is required to prevent the growth of future roadside hazards and to maintain an area for snow storage. See **Table 1 – Grass Mowing** for width and time frame restrictions.

Clear Vision/Median Mowing item will be evaluated by the **Outcome Targets** and included in the lump sum pay item for each **Measurement Cycle**.

3. **Trimming**

Trimming will be performed in the mowing area along all guardrail terminal endings, cable median barrier, bridge abutments, piers, landscaped areas, plant beds, other appurtenances and to the bottom of roadside ditches adjacent to these areas where not accessible with tractor or extension arm mower. Trimming will also be performed in all areas in front of directional or informational signs.

Trimming item will be evaluated by the **Outcome Targets** and included in the lump sum pay item for each **Measurement Cycle**.

4. **Additional Trimming**

Additional Trimming will include areas of mowing that have been approved by the MDOT-PM and the Contractor that are not written on the LSS of this contract. This will be defined by the CCI at the beginning of each contract year and included in the AIWP.

Additional Trimming item will be evaluated by the **Outcome Targets** and paid by lane miles after each evaluation cycle and/or completion of work.

5. **Additional Right of Way Mowing**

Additional Right of Way mowing will include areas of mowing that have been approved by the MDOT-PM and the Contractor that are not written on the LSS of this contract. This will be defined by the CCI at the beginning of each contract year and included in the AIWP. Example: Mowing in Benton Harbor, Southwest region, for the Senior Professional Golf Association (SPGA) Tournament.

Additional Right of Way Mowing item will be evaluated by the **Outcome Targets** and paid by acres after each evaluation cycle and/or completion of work.

6. **High Priority Mowing**

High Priority Mowing will include areas of mowing that have been approved by the MDOT-PM and the Contractor that are not written on the LSS of this contract. This will be defined, communicated and coordinated in writing by the CCI. High Priority Mowing are areas that have been requested by MDOT to be mowed within seven (7) calendar days or less from the time of notification.

High Priority Mowing item will be evaluated by the **Outcome Targets** and paid by acres upon completion of the work.

Note: This work is required only as requested and directed by MDOT-PM

Table 1 – Grass Mowing												
Month												
Area	J	F	M	A	M	J	J	A	S	O	N	D
All areas of the ROW except those listed below	No Mowing from January 1 st to July 15 th								No Mowing From September 1 st			
Entire ROW within city, village, federal aid urban area	Mow Anytime to Any Height											
12' or leading edge of ditch	Mow Anytime to Any Height											
Medians less than 50' wide and clear vision	Mow Anytime to Any Height											

B. Protected Areas/Wildflower Areas

The Contractor shall not mow or spray protected areas/wildflower areas unless identified by the CCI. Damage to these areas will result in repairs at the Contractor's cost or significant penalty. This will be defined by the CCI at the beginning of each contract year and included in the AIWP. Areas with phragmites will be mowed at the direction of the CCI. Equipment will be washed down after mowing these areas to prevent the spreading of phragmites.

The Contractor will be responsible for all fines and remediation efforts associated with a failure to observe protected or endangered areas.

C. Supplies

The Contractor must submit a complete list, by brand names and product numbers (if applicable), of all supplies to be used in fulfilling this Contract, and must submit a Safety Data Sheet (SDS) prior to starting any work.

The State reserves the right to accept or reject any items listed on the SDS. The Contractor must immediately furnish an acceptable substitute for any item rejected by the State. The Contractor must provide a list of the vegetation maintenance supplies, including herbicides that it will utilize for this project, including manufacturer's name and proposed annual estimated quantities.

D. Large Debris Removal

Prior to the start of the first roadside mowing cycle, MDOT will do a sweep of the contract mowing area to pick up any large debris. Once the roadside mowing cycle begins, the contractor must inspect the property and relocate any large debris (Tree Limbs, Rubber Tires, Pallets, Car Parts, Furniture, etc.) that hinders mowing operation and can be handled by one person and place it on the shoulder of the roadway. MDOT will follow up for removal of large debris. Debris may not be mowed over or around. In addition, the Contractor will pick up and dispose of debris that will fit into a trash bag. Litter includes, but is not limited to, paper, cardboard, Styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, sheet metal, etc., as may be found on the roadside.

E. Maintaining Traffic

Traffic shall be maintained in accordance with Sections 104.11 and 812 of the 2012 MDOT Standard Specifications for Construction, and the revised 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All mowing operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede trunk line traffic. The Contractor shall not operate mowing equipment on the roadway or in a manner that requires crossing the roadway.

A shadow vehicle must be utilized whenever a slow moving vehicle impedes or slows the orderly flow of traffic.

All equipment not in use may be temporarily parked on limited access freeway right-of-way, but not closer than 30 feet from the traveled roadway. Equipment may not be temporarily parked on free access roadways except at those locations designated by the CCI.

If a vehicle (service, transport, etc.) remains stationary on the shoulder for more than 15 minutes, a standard 48" X 48" road work ahead sign (W21-4) is required to be placed as stated in the revised 2011 MMUTCD. Any vehicle on the shoulder shall have flashing or rotating lights or lighted arrow panel (Types A or B) operated in the bar mode as specified in the 2012 MDOT Standard Specifications for Construction.

Lane closures will only be permitted with prior written approval from the CCI. Whenever there are special events in the Region areas that generate an unusually high volume of traffic, these restrictions may be changed by the CCI in order to promote the orderly flow of traffic. Should any questions arise as to the propriety of the work activity by a law enforcement agency patrolling the freeway, MDOT-PM should be contacted.

A copy of the MDOT 2012 Standard Specifications for Construction and the revised 2011 MMUTCD can be obtained from the following:

Financial Services Division
Bureau of Finance
Michigan Department of Transportation
P. O. Box 30050
Lansing, Michigan 48909

All labor, equipment and devices required for maintaining traffic shall be incidental to the project and will not be will not be paid for separately.

Contractor Agrees to provide the Specifications outlined in Section 2, Specifications.
Yes. Contractor Agrees

3. PROJECT PLAN

A. Contractor Operational Plan

Contractor agrees to complete and include with the bid submittal a Contractor Operational Plan (COP) addressing the strategy to complete the obligations of this contract. This shall be submitted as part of the bid package for evaluation of the award. The Contractor must identify labor, equipment, materials and methods that will be used to accomplish the listed pay items. At a minimum, communication, maintenance of traffic, motoring public damage claim process and safety, should also be outlined. The Contractor must provide a detailed equipment list that includes, for each piece of equipment to be used on Contracts with MDOT, the year of manufacture, manufacturer's name, model name, and serial number and any lease agreements where applicable. The COP shall describe in detail how the contractor shall monitor its own performance to ensure the outcome targets are achieved. Acres for mowing will be determined from MDOT county maintenance maps or ArcGIS software maps provided by MDOT.

Upon award, this document will be reviewed and revised as needed and submitted to the MDOT-PM. A final COP must be submitted and approved by the department no later than 10 days before beginning work. The department will visually validate the equipment at the work site before approval is granted to start work.

An updated COP must be submitted annually or when there are significant changes to operations, equipment, personnel or contact information.

B. Annual Implementation Work Plan

No later than 30 days after the notice of award, the Contractor shall deliver to the CCI an implementation work plan covering the first calendar year of the contract period. The Annual Implementation Work Plan (AIWP) shall be broken down per month, and by pay item, and describe the expected work for the upcoming year. In preparing the AIWP, the Contractor shall consult and coordinate with the MDOT-PM and CCI, as necessary. A revised AIWP shall be presented to the department no later than the first of April, each year, for the duration of the contract.

C. Meetings

The Contractor must attend the following meetings with MDOT-PM and/or CCI:

1. Progress Meeting-half way through mowing season
2. Post-Production Meeting- within 30 calendar days after end of mowing season
3. The State may request other meetings, as it deems appropriate.

D. Deletion of Work

The Department reserves the right to delete work areas listed on the LSS for any reason. The areas to be deleted will be communicated by the CCI.

In the event of a road rehabilitation or improvement project is planned or will be under construction where mowing is scheduled, that portion of mowing will be deleted from the LSS at the direction of the Department

E. Stop Work Order

The Department may issue a stop work order verbally or in writing at any time, for the following reasons:

- Unsafe conditions for the public.
- Unsafe equipment.
- Destruction or damage to MDOT or private property.
- Mowing or trimming operations in unapproved areas, protected or endangered vegetation.
- Other reasons not listed above that impact the safety of the roadway or the public.

The State may suspend any or all activities under the Contract at any time. The State will provide Contractor with a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 60 calendar days, or any longer period agreed to by the Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities; Contractor's lost profits, or any additional compensation during a stop work period.

F. Proof of Insurance

Prior to contract award, the Contractor agrees to provide to the Contract Administrator proof of insurance as defined in the Standard Contract Terms.

G. Misrepresentation

1. Any misrepresentation by the Contractor of its ability to perform the Contract Activities described in the RFP may be grounds for immediate contract termination.
2. If the contract is cancelled, the contract may be awarded to the next qualified bidder for this RPI.

H. Equipment Failure

Equipment failure WILL NOT constitute an acceptable reason for failure to provide service.

Contractor Agrees to provide the Project Plan required in Section 3.0, Project Plan.
Yes Contractor Agrees

4. EQUIPMENT

CONDITION OF EQUIPMENT

All equipment furnished shall be in proper operating condition for use. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to said equipment is the responsibility of the vendor. When equipment and an operator, or a service, is furnished by the vendor, the Contractor is responsible for all maintenance, labor, materials and other expenses involved.

Under no circumstances shall the Department be responsible for any damage to the Contractor's equipment due to obstacles encountered.

A. Mowing Equipment

All equipment furnished shall be in proper operating condition, in good repair, and maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass, or damages the turf, will not be allowed.

B. Equipment Safety

All equipment shall meet all federal, state, and local safety requirements.

During operations in MDOT right of way, flashing warning beacons will be provided by high-intensity rotating, flashing, oscillating, or strobe lights on vehicles. Beacon will be visible a point that is 150 feet in front and behind of the vehicle. A lighted arrow, Type C used in the caution mode as specified in Section 812 of the 2012 MDOT Standard Specifications for Construction, shall be mounted on the rear of each spray vehicle.

Where a shadow vehicle is utilized (see Maintaining Traffic section), the following lighted arrow and vehicle mounted sign configuration will be required on the shadow vehicle:

Mobile Operation on Multilane Road

Lighted Arrow operated in the arrow mode (left or right) only, when occupying a portion of the traveled roadway. The caution bar mode shall be used when operating outside the traveled roadway (shoulder). A "Road Work Ahead" sign shall be mounted on the rear of the vehicle so as not to obscure the arrow display.

Mobile Operation on Two-Lane Road

Lighted Arrow operated in the caution bar mode only, with a "Yield to Oncoming Traffic" sign mounted on the rear of the vehicle so as not to obscure the arrow display

When traveling between work locations or when the contractor is not mowing, all flashing bars and any other devices used to warn or advise the motorist shall be removed, covered or turned off.

C. Communication Equipment

All drivers, operators, and supervisors are required to have in their possession an appropriate communications device between the driver, operator, supervisors and MDOT-PM, CCI or designee. Appropriate communications device is defined as a functioning compatible cellular phone or radio communications (other than citizen band).

Maps of the Southwest Region mowing specifications will be contained in an existing MDOT database, ArcGIS. This database must be accessed through the ArcGIS Collector App on smartphones and tablets with the Geotag Photo feature activated and adequate data access. For information only, below are link to information regarding ArcGIS collector and ArcGIS structure. The versions and details of the ArcGIS application and MDOT database, ArcGIS is subject to changes. MDOT staff and contractor representatives will share the same database. The database is backed up periodically to monitor any changes. There will be limitations on what information MDOT and/or the Contractor can modify in the ArcGIS database.

<http://www.esri.com/software/arcgis/collector-for-arcgis>

The University is not utilizing ArcGIS at this time. However, this may change during the life of the Contract.

Contractor Agrees to provide the Equipment required in Section 4.0, Equipment.
Yes Contractor Agrees

5. WARRANTIES

A. Public Convenience and Safety

The Contractor shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The Contractor shall take any other actions, on either his/her own responsibility or as directed by the MDOT PM, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project.

B. Damages

During vegetation maintenance operations, the Contractor must exercise due caution and care not to damage adjacent fences, shrubs, banks, hedges, poles, hydrants, mailboxes, trees, landscape plantings, etc. The Contractor shall be held financially responsible for any and all damages resulting from vegetation maintenance operations per MDOT 2012 Standard Specification for Construction section 107.

The Contractor or his employees shall not pile dead grass clippings on drainage structures within the right-of-ways. If this condition is found, it will be the Contractor's responsibility to remove said vegetation and clean the interior of the drain that was covered. The Contractor will have 48 hours to correct the situation. If the Contractor fails to clean the area in question, then MDOT will have the area cleaned and deduct the cost from the Contractors next invoice.

The Contractor shall at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the Contractor or his/her employees in the performance of the work covered by the contract prior to completion and acceptance thereof.

The Contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the CCI. Damage to traffic control devices (signs) shall be reported to the CCI immediately. Damage to turf areas, desirable natural growth, shrubs and trees to include among other things: skinning, scraping or gouging of trees, shrubs and turf areas, ruts and deep wheel depressions on turf areas; and ruts, deep wheel depressions and wheel slipping damage on slope areas caused by the Contractor through negligence shall be repaired to the satisfaction of the CCI as further described below.

Turf damage repairs shall be made by the Contractor in accordance with Sections 816 and 917 of the 2012 Standard Specifications for Construction and as herein specified. Only friable topsoil from a commercial source shall be used to fill any depressions, ruts, etc. prior to seeding. Seeding will only be allowed during the seasonal limitation periods.

All landscape plant material damaged by the Contractor shall be replaced in kind according to Sections 815 and 917 of the 2012 Standard Specifications for Construction and as herein specified. Planting may only be done in the spring and prior to May 10. All replacement plants must be maintained during the specified establishment period.

Payment for work performed may be withheld until satisfactory repairs are made. If repairs are made by the Department, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the Contractor.

C. Additional Warranties

The Department reserves the right to require additional warranties other than those identified by the Contractor in response to the RFP.

Contractor Agrees to provide the Warranties required in Section 5.0, Warranties.

Yes Contractor Agrees

6. BASIS OF PAYMENT AND METHOD OF MEASUREMENT:

Payment will be based on the evaluation of the Table 2 – Outcome Targets and as listed on Exhibit C (Pricing Sheet). Evaluation for the measurement cycles will be made the third week of the months of June, August, and the first week of October. Payment will be processed following the evaluation.

Pay items:

- **Measurement Cycle, LS**
- **Additional Trimming, Lane Miles**
- **Additional Right of Mowing, Acres**
- **High Priority Mowing, Acres**

The Lump Sum cost for each **Measurement Cycle** will include payment for Straight Line Mowing, Clear Vision/Median Mowing and Trimming. All other pay items will be paid separately.

All pay items will include full compensation for all work, including but not limited to supervision, labor, transportation, supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, and tools.

Acres for mowing will be determined from MDOT county maintenance maps or ArcGIS software maps provided by MDOT, except in the case of dispute or obvious error, when actual acreage shall be measured. Lane miles for trimming will be determined from MDOT county maintenance maps, except in the case of dispute or obvious error, when actual lane miles shall be measured.

Areas denuded, reduced in vegetation density or scalped due to improper contractor mowing practices shall be reseeded at the Contractor's expense.

A. Outcome Targets

The Contractor shall ensure that the work performed under this Performance Requirement, meets or exceeds those Table 2 – Outcome Targets.

Table 2 Outcome Targets	
Feature	Outcome Target
Vegetation Management Activities	
Measurement Cycle Evaluation Criteria	
Straight-Line Mowing	<ul style="list-style-type: none"> A minimum grass height of 5 inches and maximum height of 18 inches for 90% of the segments reviewed each evaluation cycle.
Trimming	<ul style="list-style-type: none"> A minimum grass height of 5 inches and maximum height of 18 inches for 95% of the segments reviewed each evaluation cycle around guardrail, delineators and sign posts, drainage structures, cable median barrier, bridge piers and abutments.
Clear Vision/ Median Mowing	<ul style="list-style-type: none"> A minimum grass height of 5 inches and maximum height of 18 inches for 90% of the segments reviewed each evaluation cycle.
Individual Pay Items	
High Priority Mowing	<ul style="list-style-type: none"> A minimum grass height of 5 inches and maximum height of 18 inches for 95% of the segments reviewed within 7 days of the High Priority Mowing request by the MDOT-PM.
Additional Right-of-Way Mowing	<ul style="list-style-type: none"> A minimum grass height of 5 inches and maximum height of 18 inches for 95% of the segments reviewed for the June and August evaluation cycle. These areas will be defined by the CCI. A minimum grass height of 12 inches for 95% of the segments reviewed for the October evaluation cycle. These areas will be defined by the CCI.
Additional Trimming	<ul style="list-style-type: none"> A minimum grass height of 5 inches and maximum height of 18 inches for 95% of the segments reviewed each evaluation cycle. These areas will be defined by the CCI.

B. Outcome Target Indicators And Measurements For Payment

MDOT, at its discretion, will collect Outcome Target Indicators (OTI). For payment calculations, MDOT will collect OTI during the third week of June and August, and first week of October. A randomly generated selection of 165 - .01 mile segments per Region will be evaluated resulting in a 90% confidence level for the network. The collection may consist of up to 100% of the information requirements. Additional data collection may be carried out if there is evidence of non-conformance which may include a review of the Contractor's records, plans and actions taken.

Two (2) business days in advance of the scheduled evaluation, the Department will invite the Contractor to accompany the Department team in their review. The Contractor may accompany the Department's team with a maximum of two team members. The department team will consist of the CCI and a representative from the corresponding service area.

If the Contractor does not attend the evaluation, the scores cannot be contested. Upon encountering any disagreement associated with an evaluation, an attempt will be made to resolve the dispute in the field with the Department team. If no resolution can be reached in the field, both parties will document the dispute and elevate the issue to the Department's Program Manager.

The Outcome Target Indicators that MDOT collects will be shared with the Contractor and will be the only indicators used to calculate payment and apply consequences for non-conformance.

C. Conformance To The Outcome Targets

Upon completing the collection of the Outcome Target Indicators, MDOT will make an assessment of Conformance or Non-Conformance to the Outcome Targets.

MDOT will select the Outcome Target Indicators to use in determining Conformance. The assessment however, will include consideration for events that are beyond the care and control of the Contractor. MDOT will examine all relevant factors involved with the situation including the Contractor's rationale as to why the situation occurred.

If after completing the collection of the Outcome Target Indicators, assessing all the relevant data, including data provided by the Contractor; a non-conformance is determined, a Notice of Non-Conformance may be issued to the Contractor for features that do not meet the conditions of **Table 4 - Consequences for Non-Conformance**.

If the Target Outcomes for **Measurement Cycle, LS** are not achieved to 100% payment and the department directs the contractor to re-mow, those areas will be paid as Additional Mowing at a reduced price. The area of re-work will be evaluated at a 20% sample rate (.01 mile segment) and paid at a maximum of 60% of the bid price for **Additional Right of Way Mowing**

D. Payment Factor And Calculations

Payment for **Measurement Cycle, LS** will be based on weighted scores for each feature listed in **Table 3 – Payment Score**.

To calculate the payment:

$$\text{Aggregate Target Value (ATV)} = \text{SUM } [\% \text{Segments Passing} * \text{Feature Weight}]$$

Measurement Cycle, LS

Maintain an Aggregate Target Value (ATV) of 91 or better as evaluated by the Department for full payment. The Payment Score Factor (PSF) less than the ATV will be paid as follows:

Payment Score Factor

0-5 points below the ATV = 85% of the total payment

6-11 points below the ATV = 75% of the total payment

12+ points below the ATV = No Payment

High Priority Mowing, Additional Right-of-Way Mowing, Additional Trimming

These pay items will be measured at 10% (.01 mile segment) of the total quantity performed. Maintain a PSF at or above the Target Value as listed in **Table 3 – Payment Score** for full payment. The PSF less than the Target Value will be paid as follows:

$$\text{Payment} = (\% \text{Segments Passing}) \times (\text{Units Performed}) \times (\text{Unit Price})$$

A PSF less than 75% will be considered no payment.

Table 3 – Payment Score				
Feature	Feature Weight	Target Value	% Segments Passing	Payment Score Factor (PSF)
Vegetation Management Activities Pay Item: Measurement Cycle, LS				
Straight-Line Mowing	0.45	90		(Feature Weight) x (% Segment Passing)
Trimming	0.20	95		(Feature Weight) x (% Segment Passing)
Clear Vision/ Median Mowing	0.35	90		(Feature Weight) x (% Segment Passing)
Aggregate Target Value (ATV)		91		Sum of above
Individual Pay Items				
High Priority Mowing	1	95		(Feature Weight) x (% Segment Passing)
Additional Right-of-Way Mowing	1	90		(Feature Weight) x (% Segment Passing)
Additional Trimming	1	90		(Feature Weight) x (% Segment Passing)

E. Consequences For Non-Conformance

The Contractor shall be responsible to perform all specified consequences for any non-conformance to the Outcome Targets as listed in **Table 4 - Consequences for Non-Conformance**.

Certain features have a corresponding consequence for non-conformance. The initial consequence is assessed immediately for any non-conformance to any of the Outcome Targets based on the Outcome Target Indicators collected. The subsequent consequence is to ensure that non-conformance ceases and action is taken on the initial non-conformance.

The following table details the consequences for non-conformance to the Outcome Targets.

Feature	Table 4 Consequences for Non-Conformance	
	Initial	Subsequent
Mowing		
High Priority Mowing	Incomplete segments that remain after two days per notice on non-conformance will be assessed at \$500 per lane mile per day.	If incomplete segments remain after four days of notice of non-conformance, the contract may be considered in default.

Feature	Table 4 Consequences for Non-Conformance	
	Initial	Subsequent
Additional Right-of-Way Mowing	Incomplete segments that remain after two days per notice on non-conformance will be assessed at \$500 per lane mile per day.	If incomplete segments remain after four days of notice of non-conformance, the contract may be considered in default.
Additional Trimming	Incomplete segments that remain after two days per notice on non-conformance will be assessed at \$500 per lane mile per day.	If incomplete segments remain after four days of notice of non-conformance, the contract may be considered in default.
At any time, diseased or dead vegetation is found within landscaped area or protected area as a result of Contractor operations.	Upon identification, the Contractor will be assessed at \$200 per landscaped or protected area location and the Contractor will have to submit an approval plan for restoration.	\$500 per landscaped or protected area location and the Contractor will have to submit an approved plan for restoration.

Non-conformance determinations resulting from subsequent non-conformance per Table 4 will allow the Department to seek other mowing vendors or utilize direct force workers to complete the activities. A vendor performance evaluation will be processed and the Department and Contractor will meet to review the COP.

Contractor Agrees to provide the Basis of Payment and Method of Measurement required in Section 6.0, Basis of Payment and Method of Measurement.

Yes Contractor Agrees

7. PERFORMANCE GUARANTEE

Contractor must at all times have financial resources, sufficient in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.

The State will require a Performance Bond from the Prime Contractor. Both the Performance Bond and Payment Bond must remain in effect from the date of Contract Award until final completion of the Work or the end of the Correction Period, whichever comes later. Insurance must be provided by insurers authorized to do business as insurer in the State. The surety bonds required for a Contract will not be accepted by Procurement Services unless the surety bonding company is listed in the current United States Government, Department of Treasury's Listing of Approved Sureties (bonding/insurance companies) Department Circular 570. This circular is published annually every July 1, in the Federal Register solely for providing a listing of companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies required to provide bonds to the United States Government. Copies of the current Circular listing may be obtained through the internet web site at <http://www.fms.treas.gov/c570/c570.html>. Also, insurers must have an "A-" A.M. Best Company Rating and a Class VII or better financial size category as shown in the most current A.M. Best Company ratings. The insurance company must attach evidence that it is authorized by the Department of Licensing and Regulatory Affairs (OFIS) to do business as an insurer in Michigan. The State must be named as an additional insured on the General Liability Insurance policy. These certificates must specify the Project Title, and a description of the Project scope of work. The Contractor agrees that insurance coverage afforded under the policies as such coverage relate to the State under this Contract as determined by the Contractor will

not be modified or canceled without at least thirty calendar days prior written notice to the State. To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best internet web site at <http://www.ambest.com>. The Contractor must not perform any part of the Work unless the Contractor has in full force and effect all the required insurance.

Contractor Agrees to provide the Performance Guarantee required in Section 7.0, Performance Guarantee.

Yes Contractor Agrees

8. ROLES AND RESPONSIBILITIES

A. Staffing

1. Contractor Representative

- a. The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").
- b. The Contractor must notify the CCI at least ten (10) calendar days before removing or assigning a new Contractor Representative.

2. Key Personnel

- a. The Contractor agrees to employ, at a minimum, one Key Personnel defined by the State as a full-time Project / Regional / Area or Site Supervisor who will be directly responsible for the day-to-day operations of the Contract.
- b. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.
- c. The State reserves the right to require the Contractor to employ more than one Key Personnel to adequately supervise the day-to-day Contract Activities.
- d. The State reserves the right to approve Key Personnel for this project and to require replacement of any Key Personnel found to be unacceptable at any time during the project.
- e. The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.
- f. The State may request a résumé and conduct an interview before approving a change.
- g. The State may require a 30 calendar day training period for replacement personnel.
- h. Key Personnel shall act as the Contractor's designated representative at the specified locations.
- i. Key Personnel will be trained and qualified to directly supervise the day-to-day Contract Activities.
- j. General employees or attendants are not substitutes for Key Personnel.
- k. Include the following information with your COP.
 - i. A detailed description of your qualification requirements for Key Personnel.
 - ii. A detailed description of your training program for Key Personnel.
 - iii. A list of Key Personnel that will be assigned to this project which should include, at a minimum:
 1. Name
 2. Physical Location
 3. Contact Information
 4. Organizational Role
 5. Qualifications
 6. Relevant Experience
 7. The anticipated scope of Key Personnel responsibilities
 8. Other contracts under Key Personnel supervision

9. The geographic region covered
10. The number of employees Key Personnel will supervise

3. Non-Key Personnel - Site Staffing

- a. The State reserves the right to approve Contractor's employees for this project and to require replacement of any employee found to be unacceptable at any time during the project.
- b. The Contractor must notify the Contract Administrator at least 5 calendar days before removing or assigning non-key personnel.
- c. The Contractor agrees to assume sole responsibility for payment of all employee wages including pay increases, taxes, fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation, etc.

4. Sub-Contractors

A. Disclosure of Subcontractors (Exhibit D)

1. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
 - a. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
 - b. The relationship of the subcontractor to the Contractor.
 - c. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
 - d. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
 - e. Of the total bid, the price of the subcontractor's work.

5. Days/Hours of Operation

All work included in this Contract shall be performed during daylight hours only. Daylight hours will include no earlier than one-half (1/2) hour after sunrise to one-half (1/2) prior to sunset. No work shall be allowed on weekends unless prior approval is obtained from the MDOT-PM. Work shall not be permitted during holiday periods in accordance with the 2012 Standard Specifications for Construction.

Contractor Agrees to provide the Roles and Responsibilities required in Section 8.0, Roles and Responsibilities.

YES Contractor Agrees

9. PRICING/ORDERING/PAYMENT

A. Pricing

Pricing is firm for the base period and any option years of the Contract.

B. Ordering

The appropriate authorizing document for the Contract will be a properly executed Purchase Order.

C. Payment

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) as described in Standard Contract Terms, Section 20.

Contractor Agrees to provide the Pricing/Ordering/Payment specifications required in Section 9.0, Pricing/Ordering/Payment.

YES Contractor Agrees

10. MULTIPLE CONTRACTS AWARDED TO THE SAME VENDOR

If Contractor gets awarded more than one Contract, including subcontracts with local units of government, the Contractor must demonstrate that sufficient equipment is available for each Contract as described in Equipment Listing, Section 1.1, I. The Contractor must provide a detailed equipment list that includes, for each piece of equipment to be used on Contracts with MDOT, the year of manufacture, manufacturer's name, model name, and serial number and any lease agreements where applicable. This documentation must be furnished to the State of Michigan, along with the bid response. MDOT reserves the right to inspect the Contractor's equipment prior to the Contract start date any and any time throughout the duration of the Contract.

The State of Michigan reserves the right to restrict the number of Contracts awarded to a single Contractor based on the ability of the Contractor to satisfactorily perform the Contract within Contract time limits.

11. OTHER DOCUMENTS FOR INFORMATION PURPOSES

The documents referenced in this section are not Contract requirements. They are those that MDOT currently uses for vegetation maintenance and are strictly for information purposes only. MDOT does not warrant or guarantee, in any way, the outcomes achieved by the Contractor if using any document included for "information purposes only".

Other documents to include:

- MDOT Roadside Vegetation Manual.
- Performance Guides #126-Area Mowing, and 172-Guide to the Control and Management of Invasive Phragmites.
- DEQ Aquatic Nuisance Control for Certain Non-Native Emergent and Floating Plants Permit Application.

STATE OF MICHIGAN

Request For Proposal No. 05911B60007131
Performance Based Roadside Mowing and Trimming
Southwest Region and University Region

EXHIBIT C PRICING (SOUTHWEST REGION)

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the chart below. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms 2% discount off invoice if paid within 30 days after receipt of invoice.
4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Description	Estimated Annual Amount	Unit of Measure	Unit Price	1 Year Price (Estimated Annual Amount x Unit Price)
Measurement Cycle	3	Lump Sum	\$ 283,650.00 Lump Sum	\$850,950.00
Additional Trimming	50	Lane Miles	\$ 400.00 Lane Miles	\$20,000.00
Additional Right of Way Mowing	217	Acres	\$ 200.00 Acres	\$43,000.00
High Priority Mowing	200	Acres	\$ 200.00 Acres	\$40,000.00

1 Year Estimated Total \$953,950.00

X 3

3 Year Estimated Total \$2,861,850.00

X 5

5 Years Estimated Total \$4,769,750.00

EQUIPMENT LISTING

Per **Exhibit A**, Statement of Work, Section 1.1 Specifications, I., Equipment Requirements, the Contractor must provide a detailed equipment list that includes, for each piece of equipment to be used on Contracts with MDOT, the year of manufacture, manufacturer's name, model name, and serial number and any lease agreements where applicable. The Contractor must have dedicated equipment for each location.

Description of Equipment/Supplies	Make/Model/Serial Number	Manufacturer	Approximate Age of Equipment	Owned/Will be Rented
6125R Tractor MFWD WC	6125RCDR759891	John Deere	2 Years	Owned
6430 Tractor MFWD WC	L06430P663098	John Deere	3 Years	Owned
6430 Tractor MFWD WC	L06430P663407	John Deere	3 Years	Owned
6430 Tractor MFWD WC	L06430P560668	John Deere	4 Years	Owned
6420 Tractor MFWD WC	L06420P442227	John Deere	5 Years	Owned
6420 Tractor MFWD WC	L06420P377347	John Deere	5 Years	Owned
REV 1500 15FT Mower	RC1696	Degelman	1 Year	Owned
REV 1500 15FT Mower	RC1693	Degelman	2 Years	Owned

CONTRACTOR'S OPERATIONAL PLAN

We plan to begin approximately May 23, 2016. We will have 6 rigs (tractors with 15' mowers), 3 trim Jeeps with 4 service trucks. We will begin at the Indiana-Michigan line on Interstate 94. We will mow I-94 and all state roads north of I-94 until I-94 is complete. We will form 2 crews consisting of 3 rigs each. One crew will mow east on I-94 and the other crew will mow the state roads. Afterwards we will finish mowing everything south of I-94 to the state line using 2 crews working our way back to I-94 and the Indiana-Michigan line. There will be 6 operators and approximately 10-12 trimmers working on the contract. We will be using warning road signs along with the necessary safety equipment. We anticipate completing the job by Monday, June 21st, which is the scheduled evaluation date.

Description of qualification requirements: The two Key Personnel are Kelly G. Hall and David L. Cavinder. Both have been in business together for 35 years, both as operators and foreman of their crews.

Key Personnel:

Kelly G. Hall

President, C & H Mowing, Inc.

918 S. 250 W.

Hebron, IN 46341

Phone: 219-996-7230

Cell: 219-688-9870

Email: heidillc@hotmail.com

35 years experience as an operator and Foreman of his own crew. He will supervise 8-10 employees

Region covered: Indiana and Southwest Michigan

David L. Cavinder

Vice President, C & H Mowing, Inc.

18332 N. 250 W.

Wheatfield, IN 46392

Phone: 219-996-5769

Cell: 219-405-6303

Email: candhmowing@hotmail.com

35 years experience as an operator and foreman of his own crew. He will supervise 8-10 employees

Region covered: Indiana and Southwest Michigan

Description of Equipment/Supplies	Make/Model/Serial Number	Manufacturer	Approximate Age of Equipment	Owned/Will Be Rented
XH1500 15FT Mower	C30600195702	Schulte	6 Years	Owned
XH1500 15FT Mower	C30600037601	Schulte	8 Years	Owned
XH1500 15FT Mower	C30600060603	Schulte	8 Years	Owned
XH1500 15FT Mower	C30600065650	Schulte	8 Years	Owned
XH1500 15FT Mower	C30600066603	Schulte	8 Years	Owned
2212 12FT Mower	12-00870	Bush Hog	3 Years	Owned
F250 Service Truck	1FT7X2A69FEA44633	Ford	1 Year	Owned
F250 Service Truck	1FTNX20S31ED03714	Ford	14 Years	Owned
F450 Service Truck	1FDLF41FXSEA30167	Ford	20 Years	Owned
F250 Service Truck	2FTHF25G9NHA1567	Ford	16 Years	Owned
F250 Service Truck	1FTEF25N2SLB64727	Ford	17 Years	Owned
Trim Mail Jeep	1UTBF00A6DS18218	AMC	20 Years	Owned
Trim Mail Jeep	1UTBF00A6D710371	AMC	23 Years	Owned
Trim Mail Jeep	DJSC412379	AMC	25 Years	Owned